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- and -

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Counsel to the Debtors and  
Debtors in Possession

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

- - - - - x  
:  
In re: : Chapter 11  
:  
CIRCUIT CITY STORES, INC., : Case No. 08-35653 (KRH)  
et al., :  
:  
Debtors. : Jointly Administered  
- - - - - x

**STIPULATION, AGREEMENT AND ORDER BY AND AMONG THE DEBTORS  
AND CIT COMMUNICATIONS FINANCE CORPORATION REGARDING  
REJECTION OF AN UNEXPIRED LEASE OF PERSONAL PROPERTY AND  
FOR RELATED RELIEF**

This stipulation and agreement (the "Stipulation") is made this 28th day of April, 2009 by and between the debtors and debtors in possession in the

above-captioned cases (collectively, the "Debtors")<sup>1</sup> and CIT Communications Finance Corporation aka Avaya Financial Services (collectively, the "Lessor"). The Debtors and the Lessor are collectively referred to herein as the "Parties".

WHEREAS, on November 10, 2008 (the "Petition Date"), the Debtors filed voluntary petitions for chapter 11 relief with the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court").

WHEREAS, pursuant to sections 1107 and 1108 of title 11 of the United States Code (the "Bankruptcy Code"), the Debtors are continuing to manage and operate their businesses as debtors in possession.

WHEREAS, Circuit City Stores, Inc. ("Circuit City"), one of the above captioned Debtors, and the Les-

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<sup>1</sup> The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux International, Inc. (1838), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), CC Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (0311), Prahs, Inc. (n/a), XSStuff, LLC (9263), Mayland MN, LLC (6116), Courchevel, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores PR, LLC (5512). The address for Circuit City Stores West Coast, Inc. is 9250 Sheridan Boulevard, Westminster, Colorado 80031. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

sor are parties to that certain Master Equipment Lease Agreement, including any amendments or modifications thereto and any and all schedules, supplements, addenda or similar attachments thereto (collectively, the "Lease"), pursuant to which Circuit City leased from the Lessor certain telephones and related equipment (the "Leased Phones and Equipment") for use in the Debtors' corporate offices. A copy of the Lease is attached hereto as Exhibit 1.

WHEREAS, in light of the liquidation, the Debtors have or will shortly have no further need for the Leased Phones and Equipment.

WHEREAS, the Debtors and the Lessor have reached an agreement regarding rejection of the Lease and return of the Leased Phones and Equipment.

NOW, THEREFORE, intending to be legally bound hereby, upon order of the Bankruptcy Court as contemplated hereby (the "Order"), the Parties hereto stipulate as follows:

1. The Lease shall be deemed rejected as of April 30, 2009 for the purposes of section 365(d)(5) (the "Rejection Date"). The Debtors and the Lessor reserve all other rights and remedies, if any.

2. Beginning on of April 24, 2009, the Debtors will make available to the Lessor, its designee or a third party purchaser from Lessor for removal all of the Leased Phones and Equipment except for the subset of Leased Phones and Equipment currently being used by the approximately 90 employees remaining with the Debtors (the "In Use Phones and Equipment").

3. Beginning at the close of business on April 28, 2009, the Debtors will make available to the Lessor, its designee or a third party purchaser from Lessor for removal all of the In Use Phones and Equipment.

4. The Debtors will cooperate in good faith with the Lessor, its designee or a third party purchaser from Lessor to enable the Lessor, its designee or a third party purchaser from Lessor to remove all of the Leased Phones and Equipment, including providing the Lessor its designee or a third party purchaser from Lessor with reasonable access to the Debtors' premises during or after normal business hours.

5. Pursuant to paragraph 6 the Order Pursuant to Bankruptcy Code Sections 105 and 502 and Bankruptcy Rules 2002, 3003(c)(3), and 9007 (I) Setting Gen-

eral Bar Date and Procedures for Filing Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof (Docket No. 890), the Lessor shall have until sixty days after the later of (a) the date of entry of the Order approving this Stipulation or (b) the Rejection Date to file any proofs of claim for rejection damages arising from the rejection of the Lease.

6. Upon entry of the Order by the Bankruptcy Court, this Stipulation shall be binding upon and shall inure to the benefit of each of the Parties and each of their respective successors and assigns.

7. The Bankruptcy Court shall retain exclusive jurisdiction to hear and determine all matters relating to or arising from this Stipulation.

8. This Stipulation contains the entire agreement and understanding between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations or proposed agreements, written or oral.

9. This Stipulation may be executed in counterparts, each of which shall be deemed to be an original, but all of which, together will constitute one and the same agreement. This Stipulation may be executed by

facsimile or electronic signature which shall have the  
same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have set their  
hands in agreement as of the date written above.

**CIRCUIT CITY STORES, INC.**

By:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP  
Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
P.O. Box 636  
Wilmington, Delaware 19899-0636 (302) 651-  
3000

- and -

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- and -

MCGUIREWOODS LLP

/s/ Douglas M. Foley  
Dion W. Hayes (VSB No. 34304)  
Douglas M. Foley (VSB No. 34364)  
One James Center  
901 E. Cary Street  
Richmond, Virginia 23219  
(804) 775-1000

Counsel for the Debtors and Debtors in  
Possession

**CIT COMMUNICATIONS FINANCE CORPORATION aka  
AVAYA FINANCIAL SERVICES**

By:

/s/ Paul S. Bliley, Jr.  
Paul S. Bliley, Jr.  
Williams Mullen  
A Professional Corporation  
Two James Center, 14th Floor  
P.O. Box 1320  
Richmond, Va. 23218-1320  
Phone: 804.783.6448

Counsel for the Lessor



**ORDER**

Upon consideration of the foregoing, it is hereby:

ORDERED, that the Stipulation is hereby approved in its entirety; and it is further

ORDERED, that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Stipulation and Order.

Dated: Richmond, Virginia  
\_\_\_\_\_, 2009

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UNITED STATES BANKRUPTCY JUDGE

WE ASK FOR THIS:

Gregg M. Galardi, Esq.  
Ian S. Fredericks, Esq.  
SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP  
One Rodney Square  
PO Box 636  
Wilmington, Delaware 19899-0636  
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/s/ Douglas M. Foley  
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Richmond, Virginia 23219  
(804) 775-1000

Counsel to the Debtors and  
Debtors in Possession

**CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I  
hereby certify that the foregoing proposed order has  
been endorsed by or served upon all necessary parties.

/s/ Douglas M. Foley  
Douglas M. Foley

**EXHIBIT 1**

**(Lease)**



16. LESSOR WARRANTIES. Lessor represents, warrants and covenants to Lessor that: (a) unless it is an individual, Lessor is duly organized, validly existing and in good standing under applicable law; (b) Lessor has the power and authority to enter into this Agreement, all Schedules and all other related instruments or documents hereunder (collectively, Fundamental Agreements); (c) such Fundamental Agreements are enforceable against Lessor in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessor; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessor or any Fundamental Agreement, unless such actions are disclosed to Lessor and consented to in writing by Lessor; (e) Lessor shall comply in all material respects with all Federal, state and municipal laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessor's performance of its obligations under any Fundamental Agreement; (f) Lessor shall obtain all governmental approvals necessary for it to enter into and perform each Fundamental Agreement; (g) each Fundamental Agreement shall be effective against all creditors of Lessor under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (h) financial statements and other related information furnished by Lessor shall be prepared in accordance with generally accepted accounting principles and shall present Lessor's financial position as of the dates given on such statements; (i) Lessor shall furnish Lessor with its certified financial statements, opinions of counsel, resolutions, and such other information and documents as Lessor reasonably requests; (j) ALL EQUIPMENT IS LEASED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES; and (k) all Equipment is tangible personal property and shall not become a fixture or real property under Lessor's use thereof. Lessor shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement.

17. GENERAL INDEMNITY. Lessor shall indemnify, defend, and hold Lessor harmless, jointly or severally, from and against all claims, damages, losses, costs, expenses, attorney's fees and all other liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether based on a theory of strict liability of Lessor or otherwise, and includes, but is not limited to, matters relating to: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment; (b) any latent defects or other defects in any Equipment, whether or not discoverable by Lessor or by Lessor; (c) any patent, trademark or copyright infringement; and (d) the condition of any Equipment arising or existing during Lessor's use.

18. SURRENDER; EXTENSION OF TERM. Unless Lessor purchases the Equipment or renews the Term pursuant to the applicable Schedule, or acquires the Equipment pursuant to Section 13 hereof, Lessor shall, at its expense, deliver, inspect, test and properly pack, transportation of the Term, and all terms and rights of Lessor, by delivering it on board such common carrier as Lessor may specify with freight prepaid to any destination within the United States of America specified by Lessor. If Lessor so requests, Lessor and its agents shall have the right to enter upon any premises where Equipment may be located to perform any of Lessor's duties noted above in this Section 18, and Lessor shall reimburse Lessor for all costs and expenses Lessor incurs in fulfilling such tasks. Lessor agrees to return the Equipment, when returned to Lessor, shall be in it in better condition as when delivered to Lessor, reasonable wear and tear excepted, and certified as being eligible for Lessor's or the manufacturer's generally available maintenance contract at then prevailing rates, without Lessor incurring any expense to repair, rehabilitate or certify such Equipment (Lessor shall be liable for all costs and expenses Lessor incurs to place the Equipment in such condition). If requested by Lessor, Lessor, at its expense, shall store the Equipment on its premises for a reasonable period, during which period the Equipment shall be subject to all of the terms and conditions hereof, except for the obligation to make Rental Payments. In all instances where Lessor is returning Equipment to Lessor, Lessor shall give Lessor written notice thereof in accordance with the terms of the applicable Schedule. If Lessor fails to provide the aforementioned notice or return the Equipment to Lessor in the time and manner provided above, the Term shall be extended in accordance with the terms of the applicable Schedule. Any Schedule is extended pursuant to the preceding sentence, Lessor shall continue to pay the highest of the periodic Rental Payments in effect prior to the expiration of the then-existing term of the applicable Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)) or such other periodic rental payment amount as is specified for such extension period in the Schedule, and all other provisions of this Agreement shall continue to apply.

19. EVENTS OF DEFAULT. Any of the following shall constitute an Event of Default under this Agreement and all Schedules: (a) Lessor fails to pay any Rental Payment or any other amount payable to Lessor hereunder within 10 days after its due date; or (b) Lessor fails to perform or observe any other representation, warranty, covenant, condition or agreement to be performed or observed by Lessor hereunder, or in any other agreement with Lessor, or in any agreement with any other person that in Lessor's opinion is a material agreement, and Lessor fails to cure such breach within 10 days after notice thereof; or (c) any representation or warranty made by Lessor hereunder, or in any other instrument provided to Lessor by Lessor proves to be incorrect in any material respect when made; or (d) Lessor makes an assignment for the benefit of creditors, whether voluntary or involuntary; or (e) a proceeding under any bankruptcy, reorganization, arrangement or debt, insolvency or receivership law is filed by or against Lessor; or (f) Lessor is or becomes insolvent or fails generally to pay its debts as they become due; or (g) Lessor is levied against, seized or attached, or Lessor seeks to effectuate a bulk sale of Lessor's inventory or assets; or (h) Lessor voluntarily or involuntarily discloses or is disclosed, or terminates or is terminated; or (i) any guarantee dies or revokes a guaranty provided to Lessor under this Agreement or any other provision of this Agreement is the subject of an event listed in clauses (b) through (g) above; or (j) any letter of credit required pursuant to any Schedule is breached, cancelled, terminated or not renewed during the Term of any such Schedule.

20. REMEDIES. In an Event of Default, occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) terminate this Agreement or any or all Schedules; or (b) take possession of, or tender, reschedule, any Equipment wherever the Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessor for any damages occasioned by such action, and no such action shall constitute a termination of any Schedule; or (c) require Lessor to deliver the Equipment at a location designated by Lessor; or (d) declare the Lessor's default (as defined in Section 13) hereof and calculated by Lessor as of the date of the Event of Default for each applicable Schedule due and payable as liquidated damages for loss of a claim and as a penalty and in lieu of any further Rental Payments under the applicable Schedule; or (e) proceed by court action to enforce performance by Lessor of any Schedule and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; or (f) terminate any other agreement that Lessor may have with Lessor; or (g) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessor shall pay Lessor all costs and expenses (including legal fees and costs and fees of collection agencies) incurred by Lessor in enforcing any of the terms, conditions or provisions of this Agreement. Upon repossession or surrender of any Equipment, Lessor shall lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder, provided, however, that Lessor shall remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Lessor agrees that with respect to any notice of a sale required by law to be given, 10 days notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be exercised concurrently therewith or from time to time.

21. LESSOR'S PERFORMANCE OF LESSOR'S OBLIGATIONS. If Lessor fails to perform any of its obligations hereunder, Lessor may perform any act or cause any payment

that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessor from the obligation of Lessor. All sums to be paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessor immediately upon demand.

22. FINANCING OF ADDITIONS. If, under any Schedule, Lessor intends to make any addition to the Equipment, Lessor shall, in writing, request Lessor to finance the costs of such addition. Lessor shall provide Lessor with the terms under which it expects to obtain the financing, and upon receiving such a request, Lessor shall determine, in its sole discretion, whether to provide such financing. If Lessor does not, within 20 days after receiving Lessor's request, offer to finance the addition upon the terms requested by Lessor, Lessor may obtain offers from third parties for financing the addition, and Lessor shall notify Lessor of the details of any third party financing offer Lessor would like to accept (Third Party Offer). Lessor has not made a financing offer to Lessor on terms substantially similar to the Third Party Offer within 20 days of receiving Lessor's request. Lessor may accept the Third Party Offer unless: (a) the aggregate cost to Lessor of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer; (b) the Third Party Offer would create a security interest in, as a lien on, the Equipment; or (c) the addition is not permitted under Section 11 (d) hereof.

23. ASSIGNMENT BY LESSOR. Lessor shall have the unfettered right to assign, pledge, transfer, mortgage, or otherwise convey any of its interests hereunder, or in any Schedule in any Equipment, in whole or in part, without notice to, or consent of, Lessor. If any Schedule is assigned, Lessor shall: (a) unless otherwise specified by the Lessor and the assignee (Assignee) specified by Lessor, pay all amounts due under the applicable Schedule to such Assignee, notwithstanding any defense, setoff or counterclaim whatsoever that Lessor may have against Lessor or Assignee; (b) not permit the applicable Schedule to be amended or the terms thereof waived without the prior written consent of the Assignee; (c) not require the Assignee to perform any obligations of Lessor other than those that are expressly assumed in writing by such Assignee; and (d) execute such acknowledgments, releases as may be requested by Lessor. It is further agreed that: (i) each Assignee shall be entitled to all of Lessor's rights, powers and privileges under the applicable Schedule to the extent assigned; (ii) any Assignee may reassign its rights and interests under the applicable Schedule with the same force and effect as the assignment assigned hereby; and (iii) any payments received by the Assignee from Lessor with respect to the assigned portion of the Schedule shall, to the extent thereof, discharge the obligations of Lessor to Lessor with respect to the assigned portion of the Schedule. LESSOR ACKNOWLEDGES THAT ANY ASSIGNMENT OR TRANSFER BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS UNDER THE ASSIGNED SCHEDULE.

24. ASSIGNMENT OR SURRENDER BY LESSOR, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. LESSOR SHALL NOT ASSIGN THIS AGREEMENT OR ANY SCHEDULE OR ASSIGN ITS RIGHTS IN OR SURRENDER THE EQUIPMENT OR ANY INTEREST THEREIN; provided, however, that Lessor may surrender or assign a Schedule to an affiliate or a wholly-owned subsidiary of Lessor if: (a) Lessor and such subsidiary or assignee execute and deliver to Lessor a writing (to be provided by Lessor) whereby the subsidiary or assignee agrees to assume joint and several liability with Lessor for the full and prompt performance of the obligations of Lessor under the applicable Schedule; and (b) Lessor consents to such subsidiary or assignee, which consent shall not be unreasonably withheld. In no event, however, shall any such subsidiary or assignee discharge or diminish any of Lessor's obligations to Lessor under such Schedule.

25. SURVIVAL; QUIET ENJOYMENT. All representations, warranties, and covenants made by Lessor hereunder shall survive the termination of this Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities, to the extent they are jointly attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive such termination and be enforceable by Lessor and any successors and assigns. So long as no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, neither Lessor nor any Assignee will interfere with Lessor's quiet enjoyment of the Equipment.

26. FILING FEES; FURTHER ASSURANCES; NOTICES. Lessor will promptly reimburse Lessor for any filing or recordation fees or expenses (including but not limited to, legal fees and costs) incurred by Lessor in perfecting or protecting its interests in the Equipment and under this Agreement. Lessor shall promptly execute and deliver to Lessor such documents and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of this Agreement and to protect the rights and remedies of Lessor created or intended to be created hereunder. All notices under this Agreement shall be sent to the respective party at its address set forth on the front page of this Agreement or on the applicable Schedule or, at such other address as that parties may provide to each other in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with first class postage paid.

27. WAIVER OF JURY TRIAL; SUCCESSORS. LESSOR AND LESSOR EACH IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION OR PROCEEDING UPON, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER FUNDAMENTAL AGREEMENT, OR THE DEALINGS OR RELATIONSHIPS BETWEEN OR AMONG Lessor, LESSEE, SELLER OR ANY OTHER PERSON. The Agreement and all Schedules inure to the benefit of and are binding upon the permitted successors or assigns of Lessor and Lessor.

28. NO WAIVER; LESSOR APPROVAL. Any failure of Lessor to require strict performance by Lessor, or any written waiver by Lessor of any provision hereof, shall not constitute a waiver or release of Lessor of any other provision hereof. Neither this Agreement nor any other Fundamental Agreement shall be binding upon Lessor unless and until executed by Lessor.

29. CAPTIONS; COUNTERPARTS; LESSOR'S AFFILIATES. The captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. Only one counterpart of the Schedule shall be marked "Original" (Original), and all other counterparts shall be marked as such and shall be, together, to the effect that any Schedule constitutes a single paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction). No security interest in such Schedule may be created through the transfer or possession of any counterpart other than the Original. Lessor understands and agrees that Lessor or its parent corporation or any parent, any affiliate or subsidiary thereof may, as Lessor, execute Schedules under this Agreement, in which event the terms and conditions of the applicable Schedule and this Agreement as it relates to the Lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as Lessor, as well as any successors or assigns of such entity.

30. CHOICE OF LAW; INTEGRATION; ENTIRE AGREEMENT. EACH LEASE UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW JERSEY (STATE). If any provision of this Agreement or such Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such Schedule. Lessor and Lessor consent to the jurisdiction of any local, state or federal court located within the State, and waive any objection relating to improper venue or forum non conveniens to the resolution of any proceeding in any such court. This Agreement and all other Fundamental Agreements executed by both Lessor and Lessor constitute the entire agreement between Lessor and Lessor relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

CITY CITY STORES, INC.

By: [Signature] Eric A. Jones, Jr.  
Lessor Authorized Signature  
Print Name & Title: Senior VP, Human Resources  
Date: 9/28/2006

CIT COMMUNICATIONS FINANCE CORPORATION

By: [Signature] Sr. Contracts Mgr.  
Lessor Authorized Signature  
Print Name & Title: 9/29/06  
Date: 9/29/06

Duplicate





Amendment To Master Equipment  
Lease Agreement

LESSEE: CIRCUIT CITY STORES, INC.	LESSOR: CIT COMMUNICATIONS FINANCE CORPORATION
Street Address 9950 Mayland Dr	Address 1 CIT Drive Livingston, NJ 07039
City, State, Zip Richmond, VA 903832	Lease Number X903832

Lessor and Lessee hereby amend, as specified below, the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified above. Capitalized terms used in this Amendment that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

1. In Section 6, at the end of the first sentence, in the eighth line, insert the following sentence: "Lessor shall send an invoice to Lessee for each Rental Payment 25 days prior to the periodic payment date; provided, however, that in no event shall Lessee's failure to receive any such invoice modify or suspend its obligations to pay Rental Payments."
2. In Section 6, in the eighteenth line, replace "10 days" with "20 days".
3. In Section 9, in the eighteenth line, after "its own expense" insert "(Lessor hereby agrees to reasonably cooperate with Lessee in pursuing such request in Lessor's name as necessary at Lessee's expense)".
4. In Section 9, insert the following sentence at the end of the paragraph: "Lessor also agrees that upon request of the Lessee, Lessor will provide proof of any property tax assessment to Lessee, in the form of the applicable property tax return and county assessment."
5. In Section 15, beginning in the thirty-third line, replace "CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC" with "CONFERRED BY SECTIONS 508 THROUGH 522 OF ARTICLE 2A OF THE UCC (OR SUCCESSOR PROVISIONS THERETO)".
6. In Section 18, in the sixth line, after "by Lessor" insert "; provided, however, that Lessee shall not be required to ship the Equipment to a location outside of a 1,000 mile radius of the applicable Equipment Location unless Lessor agrees to reimburse Lessee for the transportation charges beyond such radius".
7. In Section 18, beginning in the sixteenth line, delete the sentence which states "If requested by Lessor ... to make Rental Payments."
8. In Section 19, replace clause (a), which begins in the second line, with the following: "(a) Lessee fails to pay any Rental Payment or any other amount payable to Lessor hereunder when due, and Lessee fails to cure such breach within 30 days after notice thereof."

Duplicate

23	APPROVED AS TO FORM
9/27/06	BY:

9. In Section 19, in clause (b) in the seventh line, replace "within 10 days" with "within 30 days".

10. In Section 30, delete the sentence beginning in the seventh line, which states "Lessor and Lessee consent to...in any such court."

Lessor and Lessee hereby make this Amendment an integral part of the Agreement.

CIRCUIT CITY STORES, INC.

CIT COMMUNICATIONS FINANCE CORPORATION

By: [Signature]  
(Lessee Authorized Signature)  
Eric A. Jones Jr.  
(Type/Print Name)  
SVP, H.R.  
(Title)  
9/20/2006  
(Date)

By: [Signature]  
(Lessor Authorized Signature)  
David Howson  
(Type/Print Name)  
Sr. Contracts Mgr.  
(Title)  
9/29/06  
(Date)

Duplicate

(23) APPROVED AS TO FORM  
9/29/06 BY: [Signature]

SECRETARY'S CERTIFICATE



LESSEE: CIRCUIT CITY STORES, INC.	LESSOR: CIT COMMUNICATIONS FINANCE CORPORATION
Address 9950 Mayland Dr	1 CIT Drive Livingston, NJ 07039
City / State / Zip Richmond, VA 23233	Lease # X903832 ("Agreement")

I, Reginald D. Hedgebeth, DO HEREBY CERTIFY that I am the duly qualified and acting Secretary of the Lessee ("Corporation"), which is a corporation; that the Corporation is duly organized, validly existing and in good standing under the laws of the State of Virginia and qualified to do business in each jurisdiction where the Equipment (as such term is defined in the Agreement specified above) will be located; that I have custody of the charter and bylaws of the Corporation; that based on an examination of the aforementioned charter, bylaws and other relevant records, as of the date set forth below and the date upon which the Agreement and any attendant document is executed, each of the following persons in the respective capacities indicated is fully authorized to execute the Agreement referenced above and other attendant documents on behalf of the Corporation by and between the Corporation and Lessor with full authority to bind the Corporation thereto.

Name	Title	Signature
<u>Eric Jones</u>	<u>SVP</u>	<u>[Signature]</u>

IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation this 28 day of September, 2006.

By: [Signature]  
Signature of Secretary  
Reginald D. Hedgebeth  
Type/Print Name

(Corporate Seal)